

The complaint

Mr O complains Barclays Bank UK PLC (“Barclays”) refuses to refund him for transactions on his account he says were unauthorised.

What happened

The facts of this complaint are well known to both parties, so I won’t repeat them in detail here.

In short, Mr O says he was tricked into giving scammers his debit card and PIN for what he thought would be used to make an incoming payment into Mr O’s account. From this, the scammers made a debit card payment of £500 on 20 May 2025 which Mr O would like Barclays to refund as an unauthorised payment.

Barclays says it considered Mr O’s complaint but decided it would be fair to hold him liable for this payment. This is because the payment was done using his card and PIN, which Mr O says he gave to the scammers.

Our investigator also considered this complaint and decided not to uphold it. After taking everything into account, she felt that the transaction was not authorised by Mr O but the act of giving a third party his card and PIN without proper regards to the risk amounted to gross negligence. And so, she felt it wouldn’t be fair to ask Barclays to refund this money to Mr O.

Mr O wasn’t happy with this outcome, so the complaint has been passed to me for a final decision.

What I’ve decided – and why

I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

Generally speaking, Barclays is required to refund any unauthorised payments made from Mr O’s account, unless the consumer is found to have been grossly negligent. Those rules are set out in the relevant Payment Service Regulations (PSRs). Mr O has said he didn’t carry out the transaction in dispute, and he wasn’t aware the scammers were making this transaction either. He says he gave his card and PIN to the scammers under threat and because he believed they would be transferring money into his account as part of a money-making scheme. So, Mr O says the transaction should be classified as unauthorised and refunded to him.

I have taken everything Mr O has said into account, and I think his testimony on this matter is plausible. So generally, I do believe Mr O is telling the truth about what happened. But what Mr O’s asking for here is for Barclays to use its own funds to pay him back money that he says was spent by scammers after he gave them his account security information. However, I don’t think this would be a fair and reasonable outcome to this complaint, and I’ll explain why.

The investigator made the finding that the transaction in dispute was unauthorised, according to the PSRs. Neither Mr O nor Barclays have disputed this finding, so I have not considered this again as I believe this point is no longer disputed. So as an unauthorised transaction, Barclays are liable to refund this payment unless the evidence persuades me Mr O was grossly negligent, and this allowed the transaction to take place.

A payment service user's obligations are set out in Regulation 72 of The Payment Service Regulations 2017. These say that a consumer must use the payment instrument (for example, a debit card and PIN) in accordance with the terms and conditions governing its issue and use. It also says the payment service user should take all reasonable steps to keep the personalised security credentials relating to a payment instrument safe.

As set out by the investigator, the terms and conditions of the account state:

"You must look after your account access information

You use payment tools to access your accounts and make payments. All these tools are personal to you.

You must do all you reasonably can to keep your payment tools safe.

You must look after all the ways of taking money from or accessing your account. If we think any of your payment tools, such as cards, may have been compromised, we may send you a replacement to help keep your account secure.

You must not give your payment tools to anyone else. If someone takes money from your account because you have not kept your payment tools safe or secret when you should have done, you may lose all the money.

There's more about this in the Banking terms (section 6: 'If someone takes an unauthorised payment from your account').

If you think someone has used or is able to use any of the ways of accessing to your account, you must tell us as soon as you can."

"Things you must not do

- Don't choose a PIN or password that is easy for someone else to guess (such as 1234 or your date of birth).*
- Don't give your payment tools to someone else or let someone else use them.*
- Don't do anything that would let someone else use your payment tools. This includes writing them down in a way that someone else could understand. Don't keep the letter with your PIN in it. Don't let someone use a device like your phone that you keep your details on."*

Based on what Mr O has said, I think he is in breach of many of the terms and conditions stated above. He told us that he gave the scammers his PIN and also answered some personal questions about himself which might have allowed them further access to his account – such as his date of birth and other security information.

It's not clear from the evidence what date Mr O and the scammers met in person, but the transaction in dispute was carried out using a card machine and by entering the correct PIN. Mr O hasn't told us anything about the scammers having a card machine with them, so I think this suggests Mr O allowed the scammers to take the card away with them. The terms and conditions of the account state that if you think someone else might be able to use your account, you must tell Barclays immediately. I understand that Mr O felt scared and

threatened while in the scammers company, but I think any reasonable person would reach out to their bank as soon as possible to inform them that a third party has their card and PIN without their consent to use it to debit the account.

Mr O says he believed the scammers were helping him make legitimate money and improve his credit rating. But the act of giving them the PIN and the debit card shows serious disregard to the obvious risk here. I've seen that Mr O has made outgoing payments from his account in the past and has had an account with Barclays for some time, so I think he should've understood the basic principles of how to facilitate an incoming payment as opposed to making outgoing payments. It is also widely known and accepted that no one should ever share their PIN, even with their own bank. Not to mention this is also stated in the terms and conditions of the account.

I do understand what Mr O has said about his desperate financial situation at the time and the pressure he felt from the scammers to comply. However, based on the behaviour of the scammers and the way they operated I think Mr O should've realised that they did not have his best interests in mind. Mr O says he gave the scammers his card and PIN because they threatened not to repay him the money they promised. But I think anyone sharing their card and PIN with someone who was threatening them would've identified they were not honest people and doing this would put their account at risk. It's possible that because of his financial situation he has acted without proper regard for his account safety, but such vulnerabilities do not release him of his obligations as a payment service user under the PSRs. So overall, I think Mr O's actions here amount to gross negligence.

Mr O says Barclays should've realised that the PIN was viewed in his app by a newly registered device just before this payment was made. And it should've done more to stop this. However, the device referred to here was registered on the account on 3 May 2025 and the transaction in dispute was made more than two weeks later. There was also no evidence to suggest to Barclays that this was fraudulent access to the account. I've seen evidence that Mr O says he was aware the scammers had access to his online banking, but then later he says he thinks they gained access from the information he gave them. Either way, Mr O did not take any steps to change his online banking details or make Barclays aware that someone else might have access until after the disputed transaction took place. So, I think the scammers had access to his app because of Mr O sharing his account security information, which is against the terms and conditions of the account and also amounts to gross negligence.

I know this outcome will come as a disappointment to Mr O. It seems he had fallen victim to a cruel scam at a time when he was in a tough financial situation and was looking for help. And for that he has my sympathies. However, I do think Mr O acted with a significant degree of carelessness and his actions amounted to gross negligence. So I am not asking Barclays to refund the disputed transaction amount.

My final decision

For all the reasons outlined above, I am not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 12 February 2026.

Sienna Mahboobani
Ombudsman